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8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA
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11 ROBERT P. CRAWFORD II, as Personal
12 Representative to the Estate of GAIL
13 HAHN, CHAILLE DUNCAN, and
14 ALEXIS HERNANDEZ, individually and
on behalf of all other similarly situated
California residents,

Plaintiff,

15 v.
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17 MASSAGE ENVY FRANCHISING,
18 LLC, a Delaware Limited Liability
Company,

Defendant.
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Case No. 12-cv-153-DMS (BGS)

FINAL JUDGMENT

1 Based upon and subject to the nationwide class-wide amended Settlement
 2 approved by this Court in this Action and the Order of Final Approval of Amended
 3 Class Action Settlement [Dkt 393] (“Final Approval Order”):¹
 4

5 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:**

6 1. This Court has personal jurisdiction over all members of the certified
 7 Settlement Class (defined below and in the Final Approval Order), subject matter
 8 jurisdiction over the claims in the above captioned matter (the “Action”), and
 9 jurisdiction to approve the Amended Settlement Agreement.
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11 2. The certified Settlement Class subject to and bound by this Final
 12 Judgment includes all members of a clinic or spa owned and operated by a MEF
 13 Franchisee within the United States between December 7, 2007, and March 6, 2015,
 14 who had one or more Unutilized Massages when (a) he/she cancelled his/her
 15 Membership; (b) he/she elected not to renew his/her Membership; or (c) his/her
 16 Membership was terminated for non-payment but excluding anyone who was
 17 terminated for inappropriate or illegal conduct. Also excluded from the certified
 18 Settlement Class are (i) those 96 individuals identified on **Exhibit 1** hereto, who
 19 properly excluded themselves from the Action; (ii) any person, firm, trust,
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 27 ¹ The capitalized terms used in this Final Judgment, if not defined herein, shall have
 28 the meanings and/or definitions given to them in the Amended Stipulation of Class
 Action Settlement and Release [Dkt 388-2] (“Amended Settlement Agreement”).

1 corporation, or other entity affiliated with MEF; and (iii) any judge, justice, judicial
2 officer, or judicial staff of the Court overseeing the Action.

3
4 3. Venue is proper in this Action.

5 4. This Court does not make a determination as to the merits of this Action
6 in favor or against either Party. The Amended Settlement Agreement between the
7 Parties simply represents a compromise of disputed allegations.
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9 5. This Action (including all individual claims and certified Settlement
10 Class claims) is dismissed, with prejudice on the merits, without fees or costs to any
11 party except as provided in the Final Approval Order.
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13 6. The Release set forth in Section XII of the Amended Settlement
14 Agreement is expressly incorporated into this Judgment, and is effective as of the
15 Effective Date, fully releasing and forever discharging the Released Parties from the
16 Released Claims in accordance with the provision of Section XII of the Amended
17 Settlement Agreement.
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19 7. This Judgment is, and may be raised as, a complete defense to and
20 precludes any claim, action, or proceeding encompassed by the Release, which is set
21 forth in Section XII of the Amended Agreement and expressly incorporated into this
22 Judgment, against the Released Parties.
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25 8. This Court maintains continuing jurisdiction over this Action and
26 Parties thereto for the limited purpose of enforcing the terms of the Amended
27 Agreement.
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3 DATED: July 18, 2016
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Hon. Dana M. Sabraw
JUDGE OF THE UNITED STATES
DISTRICT COURT